

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. NS40-21		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ NO. N00039-03-MR-52B69.02		5. PROJECT NO.	
6. ISSUED BY Commander, Space and Naval Warfare Systems Command 4301 Pacific Highway, Bldg. OT4, RM. 1034 San Diego, CA 92110-3127 POC: Joe Bolmarcich; Code 02-21R, 619-524-7171 Joe.bolmarcich@navy.mil		7. ADMINISTERED BY (if other than 6) CODE DCMC Boston - GD 77 A Street Needham, MA 02194-2892		8. DATE 5/22/03A			
9. NAME AND ADDRESS OF CONTRACTOR (aka, street, county, State and ZIP Code) General Dynamics 77 A Street Needham, MA 02194-2892 Attn: Mr. Peter Bertocci				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N689393-97-D-0041/DO NS40	
						10B. DATED (SEE ITEM 13) 16 May 2001	
CODE 2B423		FACILITY CODE:					

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is amended, ☐ is not amended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By acknowledging receipt of this amendment on each copy of the offer submitted; or (b) By separate letter or letters which include a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the specified hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Attached Financial Accounting Data (FAD) Sheet

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (check one) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 14A.

B. THE ABOVE CHANGES CONTRADICT OR ARE IN CONFLICT WITH THE ADMINISTRATIVE CHANGES (such as change in pricing office, administration data, etc.) SET FORTH IN ITEM 14. FORWARD TO THE AUTHORITY OF PAR. 4.1.6.2.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. I HAVE clearly type of modification and authority
Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: See continuation pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Bertocci, Contracts Manager		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID C. RYAN III Procuring Contracting Officer Space and Naval Warfare Systems Command	
15B. CONTRACTOR/OPERATOR Peter Bertocci (Signature of person authorized to sign)	15C. DATE SIGNED 9/24/03	16B. UNITED STATES OF AMERICA BY David C. Ryan III (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/2003

TOTAL 2 01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	1 PAGE	8 OF PAGES
2. AMENDMENT/MODIFICATION NO. NS40-21	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. N00039-03-MR-52B69.02	5. PROJECT NO.		
6. ISSUED BY Commander, Space and Naval Warfare Systems Command 4301 Pacific Highway, Bldg. OT4, RM. 1034 San Diego, CA 92110-3127 POC: Joe Bolmarcich; Code 02-21R, 619-524-7171 Joe.bolmarcich@navy.mil	N00039	7. ADMINISTERED BY (If other than Item 6) CODE DCMC Boston - GD 77 A Street Needham, MA 02194-2892		S2203A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) General Dynamics 77 A Street Needham, MA 02194-2892 Attn: Mr. Peter Bertocci		(X)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N689393-97-D-0041/DO NS40		
			10B. DATED (SEE ITEM 13) 16 May 2001		
CODE 2D423	FACILITY CODE:				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u> </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See attached Financial Accounting Data (FAD) Sheet					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties				
E. IMPORTANT: Contractor is not, <u>X</u> is required to sign this document and return <u> 1 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: See continuation pages					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Peter Bertocci, Contracts Manager		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID C. RYAN III Procuring Contracting Officer Space and Naval Warfare Systems Command			
15B. CONTRACTOR/OFFEROR Peter Bertocci (Signature of person authorized to sign)	15C. DATE SIGNED 9/24/03	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

COPY FOR LEGIBILITY

1. The purpose of this modification is to: (I) revise administrative errors in Modification NS40-19, (II) definitize modification NS40-19, and (III) incorporate option line items into Delivery Order NS40. Except as provided herein, all other terms, conditions, and provisions of the subject order shall remain the same.
2. Administrative revisions to Modification NS40-19 are required as follows:
 - a. Reference Page Two (2) of Modification NS40-19. Part Two (2) is revised to read:

“Section C, Description/Specifications/Work Statement, is revised to add Items 0037 and 0038 to the list of items to be performed in accordance with Attachment “A” of the order. Paragraph 4.5, Integrated Logistics Support (ILS) is modified to add the following requirements as subparagraphs 4.5.3 and 4.5.4:”
 - b. Reference Page Two (2) of Modification NS40-19. Part Three (3) is revised to read:

“Section F, Deliveries or Performance is modified to add the following: The period of performance for Items 0037 and 0038, as funded by this modification, is from the effective date of Order Modification NS40-19 to 30 September 2003. The period of performance will be updated when the proposal is definitized.”
 - c. Reference Page Two (2) of Modification NS40-19. The following statement is hereby incorporated into Part One (1):

“Not-to-Exceed Amounts are subject to upward or downward adjustment after completion of price negotiations.”
3. Part Three (3) of this modification shall definitize modification NS40-19 as follows:
 - a. Line Items 0037 and 0038 are definitized as follows:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0037*	BLII OCONUS System Training Curriculum	1	LOT	968,484.16	968,484.16
0038*	Training Development Suite	1	LOT	618,790.54	618,790.54

*Note: The funding provided by the Government for line items 0037 and 0038 is identified on the Financial Accounting Data (FAD) sheet attached to this order, and the FAD sheet attached to Modification NS40-19.

- b. The period of performance for Line Item 0037 and Line Item 0038 identified in Modification NS40-19 is revised as follows:

“The period of performance for line item 0037 and line item 0038 shall be from 15 Sep 2003 to 14 Nov 2003.”

4. This modification hereby incorporates the following option line items into Delivery Order NS40:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0043	Delivery of Overview, EM, & IA for Bahrain, Option	1	Lot	\$140,700.32	\$140,700.32
0044	Deliver Network Overview Training, Option				
0044AA	Atsugi, Option	1	Lot	\$8,805.27	\$8,805.27
0044AB	Atsugi, Option	1	Lot	\$8,805.27	\$8,805.27
0044AC	Atsugi, Option – Order 2 Contiguous Classes	1	Lot	\$10,617.35	\$10,617.35
0044AD	Bahrain, Option	1	Lot	\$48,781.13	\$48,781.13
0044AE	Bahrain, Option	1	Lot	\$48,781.13	\$48,781.13
0044AF	Bahrain, Option – Order 2 Contiguous Classes	1	Lot	\$50,639.62	\$50,639.62
0044AG	Diego Garcia, Option	1	Lot	\$8,907.67	\$8,907.67
0044AH	Diego Garcia, Option	1	Lot	\$8,907.67	\$8,907.67
0044AJ	Diego Garcia, Option – Order 2 Contiguous Classes	1	Lot	\$10,709.22	\$10,709.22
0044AK	Guam, Option	1	Lot	\$8,817.06	\$8,817.06
0044AL	Guam, Option	1	Lot	\$8,817.06	\$8,817.06
0044AM	Guam, Option – Order 2 Contiguous Classes	1	Lot	\$10,640.92	\$10,640.92
0044AN	Korea, Option	1	Lot	\$8,620.63	\$8,620.63
0044AP	Korea, Option	1	Lot	\$8,620.63	\$8,620.63
0044AQ	Korea, Option – Order 2 Contiguous Classes	1	Lot	\$10,246.75	\$10,246.75
0044AR	La Maddalena, Option	1	Lot	\$8,775.78	\$8,775.78
0044AS	La Maddalena, Option	1	Lot	\$8,775.78	\$8,775.78
0044AT	La Maddalena, Option – Order 2 Contiguous Classes	1	Lot	\$10,571.57	\$10,571.57
0044AU	Misawa, Option	1	Lot	\$8,676.20	\$8,676.20
0044AV	Misawa, Option	1	Lot	\$8,676.20	\$8,676.20
0044AW	Misawa, Option – Order 2 Contiguous Classes	1	Lot	\$10,617.35	\$10,617.35
0044AX	Naples, Option	1	Lot	\$17,841.32	\$17,841.32
0044AY	Naples, Option	1	Lot	\$17,841.32	\$17,841.32
0044AZ	Naples, Option – Order 2 Contiguous Classes	1	Lot	\$19,816.52	\$19,816.52
0044BA	Okinawa, Option	1	Lot	\$8,844.56	\$8,844.56

0044BB	Okinawa, Option	1	Lot	\$8,844.56	\$8,844.56
0044BC	Okinawa, Option – Order 2 Contiguous Classes	1	Lot	\$10,695.92	\$10,695.92
0044BD	Rota, Option	1	Lot	\$8,899.95	\$8,899.95
0044BE	Rota, Option	1	Lot	\$8,899.95	\$8,899.95
0044BF	Rota, Option – Order 2 Contiguous Classes	1	Lot	\$10,660.38	\$10,660.38
0044BG	Sasebo, Option	1	Lot	\$8,741.10	\$8,741.10
0044BH	Sasebo, Option	1	Lot	\$8,741.10	\$8,741.10
0044BJ	Sasebo, Option – Order 2 Contiguous Classes	1	Lot	\$10,489.02	\$10,489.02
0044BK	Sigonella, Option	1	Lot	\$8,904.11	\$8,904.11
0044BL	Sigonella, Option	1	Lot	\$8,904.11	\$8,904.11
0044BM	Sigonella, Option – Order 2 Contiguous Classes	1	Lot	\$10,828.23	\$10,828.23
0044BN	Singapore, Option	1	Lot	\$8,980.75	\$8,980.75
0044BP	Singapore, Option	1	Lot	\$8,980.75	\$8,980.75
0044BQ	Singapore, Option – Order 2 Contiguous Classes	1	Lot	\$10,968.30	\$10,968.30
0044BR	United Kingdom, Option	1	Lot	\$8,909.35	\$8,909.35
0044BS	United Kingdom, Option	1	Lot	\$8,909.35	\$8,909.35
0044BT	United Kingdom, Option – Order 2 Contiguous Classes	1	Lot	\$10,838.71	\$10,838.71
0044BU	Yokosuka, Option	1	Lot	\$17,684.23	\$17,684.23
0044BV	Yokosuka, Option	1	Lot	\$17,684.23	\$17,684.23
0044BW	Yokosuka, Option – Order 2 Contiguous Classes	1	Lot	\$19,479.92	\$19,479.92
0044BX	Souda Bay, Option	1	Lot	\$8,689.35	\$8,689.35
0044BY	Souda Bay, Option	1	Lot	\$8,689.35	\$8,689.35
0044BZ	Souda Bay, Option – Order 2 Contiguous Classes	1	Lot	\$10,398.71	\$10,398.71
0045	Deliver Enterprise Management Integration Training, Option	1	Lot		
0045AA	Bahrain, Option	1	Lot	\$ 133,557.53	\$ 133,557.53
0045AB	Bahrain, Option	1	Lot	\$ 133,557.53	\$ 133,557.53
0045AC	Bahrain, Option – Order 2 Contiguous Classes	1	Lot	\$ 145,507.15	\$ 145,507.15
0045AD	Yokosuka, Option	1	Lot	\$ 134,195.69	\$ 134,195.69
0045AE	Yokosuka, Option	1	Lot	\$ 134,195.69	\$ 134,195.69
0045AF	Yokosuka, Option – Order 2 Contiguous Classes	1	Lot	\$ 144,107.75	\$ 144,107.75
0046	Deliver Information Assurance Integration Training, Option				
0046AA	Atsugi, Option	1	Lot	\$44,653.62	\$44,653.62
0046AB	Atsugi, Option	1	Lot	\$44,653.62	\$44,653.62
0046AC	Atsugi, Option – Order 2 Contiguous Classes	1	Lot	\$58,883.17	\$58,883.17
0046AD	Bahrain, Option	1	Lot	\$65,392.60	\$65,392.60

0046AE	Bahrain, Option	1	Lot	\$65,392.60	\$65,392.60
0046AF	Bahrain, Option – Order 2 Contiguous Classes	1	Lot	\$80,697.22	\$80,697.22
0046AG	Diego Garcia, Option	1	Lot	\$53,855.13	\$53,855.13
0046AH	Diego Garcia, Option	1	Lot	\$53,855.13	\$53,855.13
0046AJ	Diego Garcia, Option – Order 2 Contiguous Classes	1	Lot	\$64,381.36	\$64,381.36
0046AK	Guam, Option	1	Lot	\$49,232.88	\$49,232.88
0046AL	Guam, Option	1	Lot	\$49,232.88	\$49,232.88
0046AM	Guam, Option – Order 2 Contiguous Classes	1	Lot	\$63,627.44	\$63,627.44
0046AN	Korea, Option	1	Lot	\$46,506.35	\$46,506.35
0046AP	Korea, Option	1	Lot	\$46,506.35	\$46,506.35
0046AQ	Korea, Option – Order 2 Contiguous Classes	1	Lot	\$58,203.29	\$58,203.29
0046AR	La Maddalena, Option	1	Lot	\$41,169.88	\$41,169.88
0046AS	La Maddalena, Option	1	Lot	\$41,169.88	\$41,169.88
0046AT	La Maddalena, Option – Order 2 Contiguous Classes	1	Lot	\$54,423.27	\$54,423.27
0046AU	Misawa, Option	1	Lot	\$44,919.45	\$44,919.45
0046AV	Misawa, Option	1	Lot	\$44,919.45	\$44,919.45
0046AW	Misawa, Option – Order 2 Contiguous Classes	1	Lot	\$59,149.00	\$59,149.00
0046AX	Naples, Option	1	Lot	\$63,606.81	\$63,606.81
0046AY	Naples, Option	1	Lot	\$63,606.81	\$63,606.81
0046AZ	Naples, Option – Order 2 Contiguous Classes	1	Lot	\$80,020.06	\$80,020.06
0046BA	Okinawa, Option	1	Lot	\$52,569.65	\$52,569.65
0046BB	Okinawa, Option	1	Lot	\$52,569.65	\$52,569.65
0046BC	Okinawa, Option – Order 2 Contiguous Classes	1	Lot	\$67,349.20	\$67,349.20
0046BD	Rota, Option	1	Lot	\$43,661.21	\$43,661.21
0046BE	Rota, Option	1	Lot	\$43,661.21	\$43,661.21
0046BF	Rota, Option – Order 2 Contiguous Classes	1	Lot	\$57,145.75	\$57,145.75
0046BG	Sasebo, Option	1	Lot	\$46,878.49	\$46,878.49
0046BH	Sasebo, Option	1	Lot	\$46,878.49	\$46,878.49
0046BJ	Sasebo, Option – Order 2 Contiguous Classes	1	Lot	\$60,209.71	\$60,209.71
0046BK	Sigonella, Option	1	Lot	\$44,456.77	\$44,456.77
0046BL	Sigonella, Option	1	Lot	\$44,456.77	\$44,456.77
0046BM	Sigonella, Option – Order 2 Contiguous Classes	1	Lot	\$60,301.69	\$60,301.69
0046BN	Singapore, Option	1	Lot	\$56,902.19	\$56,902.19
0046BP	Singapore, Option	1	Lot	\$56,902.19	\$56,902.19
0046BQ	Singapore, Option – Order 2 Contiguous Classes	1	Lot	\$72,685.72	\$72,685.72
0046BR	United Kingdom, Option	1	Lot	\$44,731.09	\$44,731.09

0046BS	United Kingdom, Option	1	Lot	\$44,731.09	\$44,731.09
0046BT	United Kingdom, Option – Order 2 Contiguous Classes	1	Lot	\$60,993.12	\$60,993.12
0046BU	Yokosuka, Option	1	Lot	\$60,747.87	\$60,747.87
0046BV	Yokosuka, Option	1	Lot	\$60,747.87	\$60,747.87
0046BW	Yokosuka, Option – Order 2 Contiguous Classes	1	Lot	\$74,519.77	\$74,519.77
0046BX	Souda Bay, Option	1	Lot	\$41,006.19	\$41,006.19
0046BY	Souda Bay, Option	1	Lot	\$41,006.19	\$41,006.19
0046BZ	Souda Bay, Option – Order 2 Contiguous Classes	1	Lot	\$54,047.43	\$54,047.43

5. Section F, “Deliveries or Performance,” of the subject order is modified to add the following:

If ordered, the period of performance for line items 0043, 0044, 0045, and 0046 (and their associated subline items) is from the date of order through 30 Sep 2004

6. Requirements under line items 0037 and 0038 and under option line items 0043, 0044, 0045, and 0046 (and their associated subline items) shall be performed in accordance with: (a) Attachment II to this modification, the Task Requirements Notice (TRN) entitled, “MODIFICATION TO ORDER NS40 FOR THE INCLUSION OF SYSTEM SPECIFIC TRAINING FOR BLII OCONUS” and (b) Attachments II & III to modification NS40-19.

7. Section H, “Special Contract Requirements” of the subject order is modified to add the following:

The Government is not obligated, required, or committed to exercise option line items 0043, 0044, 0045, and 0046 (and their associated subline items). However, if the Government elects to exercise option line items 0043, 0044, 0045, and 0046 (and their associated subline items), then the Government may do so from 01 Oct 2003 to 01 Jul 2004. The purpose of the 01 Jul 2004 deadline is to provide sufficient time for obtaining country clearances. Options may only be exercised via a written modification from the Contracting Officer.

8. Section H, “Special Contract Requirements” of the subject order is modified to add the following:

Milestone payments shall be as follows:

- a. Twenty-five percent (25%) of the course development price (CLIN 0037) shall be billable and payable when the course outlines have been presented to SPAWAR for approval. SPAWAR approval shall be no longer than fourteen (14) calendar days after submission of the course outlines. SPAWAR requested changes (i.e., resolution of SPAWAR comments)

will not preclude payment within thirty (30) days of initial submission of the course outlines.

- b. The final seventy-five percent (75%) of the course development price (CLIN 0037) shall be billable and payable when all courses have been presented to SPAWAR for final approval following SPAWAR's concurrent review. SPAWAR approval shall be no longer than fourteen (14) calendar days after submission of the curricula. SPAWAR requested changes (i.e., resolution of SPAWAR comments) will not preclude payment within thirty (30) days of initial submission of the curricula.
 - c. The total price for the Training Development Suite (CLIN 0038) will be billable and payable when all of the orders with vendors have been placed by General Dynamics.
 - d. The total price for a class presentation (CLINs 0043, 0044, 0045, and 0046 (and their associated SLINs)), if exercised, is billable and payable when SPAWAR has received the student rosters and student course evaluations for that class.
9. Under Section C, "Description/Specifications/Work Statement," the following requirements are hereby added:

Reference is made to option CLINs 0043, 0044, 0045, and 0046 (and their associated SLINs). The following applies only if the options are exercised. Course presentation is based upon a maximum class size, as defined in the proposal, with no minimum class size. Class sizes that exceed the maximum will incur a price increase. Classes with fewer than the maximum students are presented at the proposed price.

In the event the Government orders then cancels a class, the Government shall notify General Dynamics not less than thirty (30) days prior to class start date of such cancellation. Failure to cancel training within the time period stated above will result in cancellation fees equal to the full contracted amount.

However, if the Government orders and then reschedules training and notifies General Dynamics prior to the instructors departing for the site there will be no additional charges as long as the training is rescheduled to occur within 45 days of the original training start date.

In the case of war, major epidemic, or other unpreventable event that results in the cancellation of training the following will apply: notification to General Dynamics on or before thirty (30) calendar days will result in a full refund and after 30 calendar days prior to the start of training any refund will be discussed based on the actual events.

Reference is made to option CLINs 0044, 0045, and 0046 (and their associated SLINs). The following applies only if the options are exercised. All Network Overview courses will be ordered with an Information Assurance Integration class or with an Enterprise Management Integration class in accordance with the TRN. The Overview course will be run contiguously with the Information Assurance Integration or Enterprise Management Integration class.

10. Based on the changes in this modification, the total order price for NS40 is increased from 151,907,907.91 by 528,853.70 to 152,436,761.61.

11. All other terms and conditions of NS40 remain the same.

SECTION J - ATTACHMENTS

I – Financial Accounting Data (FAD) Sheet

II – Task Requirements Notice (TRN) entitled, “MODIFICATION TO ORDER NS40 FOR THE INCLUSION OF SYSTEM SPECIFIC TRAINING FOR BLII OCONUS”

MODIFICATION TO ORDER NS40 FOR THE INCLUSION OF SYSTEM SPECIFIC TRAINING FOR BLII OCONUS

The purpose of this modification to the OCONUS Delivery Order, NS40 is to add system unique training options for the development of system specific training for BLII OCONUS. This training is to include the development of curriculum for and the delivery of BLII OCONUS system review, enterprise management integration and information assurance integration courses.

Accordingly, the following changes are made:

1. Under paragraph 4.5, Integrated Logistics Support (ILS), of the TRN, the following paragraph is added:

4.5.3 BLII OCONUS System Training

The Contractor shall develop system specific training, provide training materials and conduct training courses for the operations, maintenance and management personnel who will be responsible for the BLII OCONUS network. These courses shall consist of: BLII OCONUS Network Overview, BLII OCONUS Enterprise Management Integration, and Information Assurance Integration. As detailed below, the training will include system specific courses for various facets of the BLII OCONUS network. The contractor shall develop the curriculum for and deliver these courses in an instructor led, classroom environment. The Contractor shall make these courses available in accordance with the updated table below. The Contractor shall update the OCONUS Master Schedule to include activities associated with the tasks outlined below.

The Government will provide all classroom facilities. The contractor shall include all training tools/aids (notebook, projector, hard and soft copies of course Material, as part of this order. The contractor shall provide instructors that are fluent in English and have at a minimum a Secret Clearance. The contractor shall provide all the necessary information 45 days prior to the start of class to ensure proper theater/country clearance messages sent. The contractor shall ensure the instructor has the proper documents (ie, passport, visa, insurance, etc.) to enter each country.

4.5.3.1 Curriculum Development (CLIN 0037)

The Contractor shall develop the curriculum that will be used to conduct training courses for the BLII OCONUS operations, maintenance, and management personnel, who will be responsible for the BLII OCONUS network. The courses shall consist of: BLII OCONUS Network Overview, BLII OCONUS Enterprise Management Integration, and Information Assurance Integration.

The Government will provide additional equipment for use by the Contractor in the curriculum development effort. This equipment will be returned to SPAWAR upon completion of the period of performance for CLIN 0037.

4.5.3.2 Training Development Suite (CLIN 0038)

The Contractor shall procure the equipment listed in Attachment I (Equipment List) to modification NS40-019, which is to be utilized in the development of the curriculum, described under subparagraph 4.5.3.1. The Contractor shall request disposition instructions from the Contracting Officer, for the listed equipment, at least fifteen (15) calendar days prior to the completion of the period of performance for CLIN 0038. The equipment will be shipped on a Government bill of lading.

See Attachment I (Equipment List) to modification NS40-19.

See Attachment J (Government Furnished Equipment) to modification NS40-19.

4.5.3.3 BLII OCONUS Training for Bahrain (CLIN 0043)

Upon completion of the course curriculum and prior to start of SOVT the contractor shall deliver the Network Overview, Enterprise Management, and Information Assurance classes for the students in Bahrain.

4.5.3.4 BLII OCONUS Network Overview (CLIN 0044)

This course is an introduction to the BLII OCONUS Network and should be designed to provide the BLII OCONUS overview of the network, architecture, major components and capabilities. This course should be appropriate for all levels of operational personnel. The target class size will be provided four weeks prior to start of class.

Specific topics should include, but not be limited to, the following:

- Scope of network
- Major network components
- Integration of components
- Enterprise management capabilities

The Contractor shall make this class available to the USN as delineated in the schedule matrix listed in paragraph 6. The Government may exercise options for this class up to two (2) times in each of the sixteen (16) OCONUS installation locations. The Contractor shall provide class length.

4.5.3.5 BLII OCONUS Enterprise Management Integration (CLIN 0045)

This course should provide administrators with a thorough understanding of how all enterprise management components (Tivoli, Remedy, Radia, Netview and Oracle) are

implemented together in the BLII OCONUS environment. This class will be provided in country (Manama, Bahrain and Yokosuka, Japan) with a suggested class size of 20 students.

Topics to be covered in this course should include, but are not limited to, the following:

- An in-depth discussion of the Enterprise Management functionality required by BLII OCONUS
- An overview of the functions performed by each Enterprise Management component
 - Tivoli
 - Remedy
 - Radia
 - Netview
 - Oracle
- An overview of the standard (built-in) features of each Enterprise Management component that allow for interoperability among all Enterprise Management components
- An in-depth discussion of any custom scripts or code required to provide the functionality required by BLII OCONUS.
 - Operational considerations associated with custom scripts/code
 - Maintenance considerations associated with custom scripts/code

This class will be typical for Far East and Bahrain region. Students from Europe may attend the classes. The contractor shall provide the class duration and student prerequisites. The Government may exercise options for this class up to two (2) times in each of the two (2) OCONUS installation locations listed above.

4.5.3.6 Information Assurance Integration (CLIN 0046)

This course shall provide the students with an in-depth understanding of the BLII OCONUS system security features of the IA suite. Courses will be taught at each of the 16 installation areas. The Government may exercise options for this class up to two (2) times in each of the 16 OCONUS installation locations. Class size will be provided four weeks prior to the start date, and will be limited to how many? Class size will be limited to no more than twelve (12) students per class session.

Specific topics should include, but are not limited to, the following:

- IA device configuration
- System dependencies
- SOC functionality
- ITOC/ITSC security and data flow
- Access control throughout the BLII OCONUS network

This class will be typical for all regions. The contractor shall provide the class duration and student prerequisites.

2. Under paragraph 6, Deliverables and Schedule, of the TRN, the following deliverables are to be added to the list of deliverables and due dates:

Deliverable	Date Due
(CLIN 0037) Curriculum for BLII OCONUS Network Overview course Curriculum for Enterprise Management Integration Course Curriculum for Information Assurance Integration Course	<ul style="list-style-type: none"> • Outline due 5 business days after task award (briefing format) • Government will provide comments concurrent with the development of the curriculum • Final curriculum will be due 6 November 03, with Government comments incorporated • In the case of curriculum rejection, a timeline for correction will be agreed upon by the contractor and the government
(CLIN 0038) Training Development Suite	<ul style="list-style-type: none"> • Contractor will procure the training development suite for use during curriculum development • The Training Development Suite will be the Property of the Government following completion of the CLIN 0037. • Contractor shall request disposition of the equipment from the government no later than fifteen (15) days prior to the completion of CLIN 0037.
(CLIN 0043) Course Network Overview, Enterprise Management Integration, and Information Assurance Integration delivery for Bahrain	<ul style="list-style-type: none"> • Course delivery will be coordinated with SPAWAR and on-site personnel • Course will be delivered on-site Manama, Bahrain • Final student rosters and student evaluations due two weeks after completion of each course
(CLIN 0044) Delivery of the BLII OCONUS Network Overview Course of Instruction	<ul style="list-style-type: none"> • Course delivery will be coordinated with SPAWAR and on-site personnel • Course will be delivered on-site at each of the 16 OCONUS installation locations • Final student rosters and student evaluations due two weeks after completion of each course
(CLIN 0045) Delivery of the BLII OCONUS Enterprise Management Integration Course of Instruction	<ul style="list-style-type: none"> • Course delivery will be coordinated with SPAWAR and on-site personnel • Course will be delivered on-site at Manama, Bahrain and Yokosuka, Japan • Final student rosters and student evaluations due two weeks after completion of each course
(CLIN 0046) Delivery of the BLII OCONUS Information Assurance Integration Course of Instruction	<ul style="list-style-type: none"> • Course delivery will be coordinated with SPAWAR and on-site personnel • Course will be delivered at each of the 16 OCONUS installation locations • Final student rosters and student evaluations due two weeks after completion of each

	course
Schedule	<ul style="list-style-type: none"> • Course deliveries shall be incorporated into the BLII OCONUS master schedule • The courses will be scheduled to begin no more than 30 days prior to the start of SOVT at each location • Courses will be completed prior to the start of SOVT at each location

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (Critical) N6893997D0041		2. SPIN (Critical)		3. MOD (Critical)		4. PR NUMBER 020		PAGE 1 OF 1								
5. CLIN/SLIN	6. LINE OF ACCOUNTING												7. AMOUNT (Critical)	NAVY INTERNAL USE ONLY REF DOC/ACRN	TAC CODE	
	A. ACRN (Crit)	B. APPROPRIATION (Critical)	C. SUBHEAD (Crit)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (Crit)	I. TT	J. PAA	K. COST CODE					
											PROJ UNIT	MCC	&SUF			
0037	BF	1731804	5T6M	252	EA	16A	0	068342	2D	04A6M0	70260	000	260	\$685,929.51	N0003903RAF5T6M	N861
0038	BG	1731810	52D6	252	EA	16A	0	068342	2D	000000	D6005	000	0000	-\$157,075.81	N0003903AFN52D6	N83N
No changes to this Document are Authorized without prior consent of Authorizing Official below. OBLIGATIONS OF FUNDS ARE AUTHORIZED IN AMOUNTS SHOWN IN COLUMN 7 ABOVE														Page Total Cumulative Total	\$528,853.70 \$528,853.70	
PREPARED/AUTHORIZED BY: DATE: SEP 24 2003										COMPTROLLER APPROVAL: Yvonne Carlson, Accounting Officer DATE: SEP 24 2003						